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**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO  
LOS ANGELES  
WASHINGTON, D.C.

875 THIRD AVENUE  
NEW YORK, NEW YORK 10022  
TELEPHONE 212: 906-2000  
TELEX 97-1696  
FACSIMILE 212: 906-2021

LONDON  
SINGAPORE  
TOKYO

WRITER'S DIRECT NUMBER

125<sup>th</sup>  
Anniversary  
1866-1991

(212) 906-2386

December 31, 1992

RECORDATION NO. 17943-A  
FILED 125

JAN 4 1992 - 9 55 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the U.S. Code, and regulations promulgated thereunder, are six original counterparts of the First Amendment to Equipment Trust Agreement, a secondary document, dated December 31, 1992, which amends the Equipment Trust Agreement, a primary document, dated as of August 1, 1992, filed with the Commission on September 24, 1992 and assigned Recordation Number 17943-A.

The names and addresses of the parties to the Amendment are as follows:

Owner Trustee:	Meridian Trust Company 35 North Sixth Street Reading, PA 19603
Lessee:	Consolidated Rail Corporation Six Penn Center Plaza Philadelphia, PA 19103
Equipment Trust Trustee:	Wilmington Trust Company Rodney Square North Wilmington, Delaware 19890

*Amended - Anne P. Kullme*

December 31, 1992

Page 2

The equipment affected by the Amendment consists of the railcars specifically described in Schedule 1 to Lease and Equipment Trust Agreement Supplement No. 1 dated as of September 24, 1992, filed with the Commission on September 24, 1992 and assigned Recordation Number 17943-B and in Schedule 1 to Lease and Equipment Trust Agreement Supplement No. 2 dated as of December 18, 1992, filed with the Commission on December 18, 1992 and assigned Recordation Number 17943-C.

A short summary of the document to appear in the index follows:

First Amendment to Equipment Trust Agreement dated as of December 31, 1992, which amends Equipment Trust Agreement dated as of August 1, 1992, filed with the Commission on September 24, 1992 and assigned Recordation Number 17943-A.

A fee of \$16.00 is enclosed. Please stamp and return the five copies not needed by the Commission for recordation to the undersigned.

Sincerely yours,



Richard E. Bartok

Enclosure

Interstate Commerce Commission  
Washington, D.C. 20423

1/4/93

OFFICE OF THE SECRETARY

Richard E. Bartok

Sidley & Austin

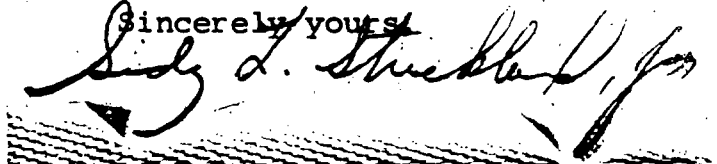
875 Third Avenue

New York, N.Y. 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/4/93 at 9:55am, and assigned re-recording number(s). 17943-D

Sincerely yours,



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30  
(7/79)

JAN 4 1992 - 9 55 AM

INTERSTATE COMMERCE COMMISSION

This FIRST AMENDMENT TO EQUIPMENT TRUST AGREEMENT dated as of December 31, 1992 (the "Amendment") among MERIDIAN TRUST COMPANY, a Pennsylvania Trust Company, not in its individual capacity except as otherwise expressly provided in the Equipment Trust Agreement (as defined below), but solely as Owner Trustee under the Trust Agreement (the "Owner Trustee"), WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Equipment Trust Trustee") and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company") to a certain Equipment Trust Agreement dated as of August 1, 1992 (the "Equipment Trust Agreement") among the Owner Trustee, the Equipment Trustee and the Company.

WHEREAS, pursuant to Section 14 of the Participation Agreement, Holdings is, concurrently with the execution of this Amendment, assigning and transferring to First National all Holdings' rights and interests with respect to the Second Items of Equipment, and with respect to the Owner Trust Estate and the Operative Documents to which it is a beneficiary or a party to the extent the same relate to the Second Items of Equipment;

WHEREAS, Section 10.01(1) of the Equipment Trust Agreement permits the Owner Trustee and the Equipment Trust Trustee to enter into one or more agreements supplemental to the Equipment Trust Agreement without the consent of any Holder for the purpose of curing ambiguities, defects or inconsistencies in the Equipment Trust Agreement or in the Certificates or to make any change not inconsistent with the provisions thereof; provided that such act does not adversely affect the interests of any Holder; and

WHEREAS, the Owner Trustee, the Equipment Trust Trustee and the Company desire to amend certain provisions of the Equipment Trust Agreement to reflect, among other things, the existence of two Owner Participants under the Operative Documents, which amendments are not intended to adversely affect the interests of any holder of the Certificates.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

Section 1. Notices.

Section 14.02(a) of the Equipment Trust Agreement is amended by inserting at the end of Section 14.02(a) the words "and a copy to First National addressed to it at its offices located at 25 South Charles Street, 15th Floor, Baltimore, Maryland 21202, Attn: Transportation Division, telecopy number (410) 244-4142."

## Section 2. Definitions

Appendix A to the Equipment Trust Agreement is amended as follows:

(i) The definition of "Class I Railroad" is amended by deleting the word "§ 1101" in the last line thereof and inserting the word "§ 101(44)" in its place.

(ii) Insert the following definition after the definition of "fair market sales value":

"First National" means The First National Bank of Maryland, a national banking association organized under the laws of the United States, and its successors and permitted assigns.

(iii) Insert the following definition after the definition of "15-Day Period":

"First Items of Equipment" shall mean the Items of Equipment purchased on the first Funding Date and listed on Schedule 1 to Lease and Equipment Trust Agreement Supplement No. 1 dated as of September 24, 1992 among the Owner Trustee, the Lessee and the Equipment Trust Trustee and any replacements or Parts thereof.

(iv) Insert the following definition after the definition of "Holder":

"Holdings" means AT&T Capital Holdings International, Inc., a Delaware corporation, and its successors and permitted assigns.

(v) The definition of "Owner Participant" is amended and restated in its entirety to read as follows:

"Owner Participant" means Holdings and First National; provided that the term "Owner Participant" means (i) for purposes of Section 7 of the Participation Agreement, Holdings or First National, as applicable; (ii) for purposes of Section 11(a) of the Participation Agreement, Holdings or First National, as applicable; (iii) for purposes of Section 14(a) of the Participation Agreement, in (A) line 1, line 5 and line 7 of the first paragraph of such Section, (B) clause (ii) of such Section, (C) clause (iii) of such Section, (D) clause (v) of such Section and (E) clause (vi) of such Section, Holdings or First National, as applicable; (iv) for purposes of Section 14(b) of the Participation Agreement, Holdings or First National, as applicable; (v) for purposes of Section 5(c) of the Lease, Holdings or First National, as applicable; (vi) for purposes of Section 6 of the Lease, Holdings or First National; (vii) for purposes of clause (ii) to the proviso in Section 8(c) of the Lease, Holdings or First National; (viii) for purposes of clause (ii) of the fifth sentence and for purposes of the proviso in the

penultimate sentence of Section 11 of the Lease, Holdings or First National; (ix) for purposes of Section 14(d) of the Lease, in lines 7, 12, and 20 (but not in line 27) thereof, Holdings or First National; (x) for purposes of Section 14(e) of the Lease, Holdings or First National; (xi) for purposes of Section 18 of the Lease, Holdings or First National; (xii) for purposes of Section 4.01(a)(ii) of the Trust Agreement, Holdings or First National; (xiii) for purposes of Section 4.01(d) of the Trust Agreement, Holdings or First National, as applicable; (xiv) for purposes of Section 4.02 of the Trust Agreement, Holdings or First National, as applicable; (xv) for purposes of Section 6.07 of the Trust Agreement, Holdings or First National; (xvi) for purposes of Section 8.01 of the Trust Agreement, Holdings or First National; (xvii) for purposes of the definition of Excluded Payments in Appendix A to the Participation Agreement, Lease Agreement, Equipment Trust Agreement and Trust Agreement, Holdings or First National; and (xviii) for purposes of the definition of Supplemental Rent in Appendix A to the Participation Agreement, Lease Agreement, Equipment Trust Agreement and Trust Agreement, Holdings or First National.

(vi) Insert the following definition after the definition of "SEC":

"Second Items of Equipment" shall mean the Items of Equipment purchased on the second Funding Date and listed on Schedule 1 to Lease and Equipment Trust Agreement Supplement No. 2 dated as of December 18, 1992 among the Owner Trustee, the Lessee and the Equipment Trust Trustee and any replacements or Parts thereof.

### Section 3. Effectiveness of Amendments.

The amendments to the Equipment Trust Agreement set forth in Sections 1 and 2 shall be effective as of the date hereof.

### Section 4. Ratification.

Except as amended hereby, the Equipment Trust Agreement as heretofore amended shall remain in full force and effect.

### Section 5. Counterparts.

This Amendment may be executed simultaneously in any number of counterparts, each of which when so executed shall be deemed an original and such counterparts together shall constitute and be one of the same instrument.

IN WITNESS WHEREOF, the parties to this Amendment have each caused this Amendment to be duly executed as of the day and year first written above.

MERIDIAN TRUST COMPANY,  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Equipment Trust  
Trustee

By: \_\_\_\_\_  
Title:  
Name:

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_\_ day of December, 1992 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of MERIDIAN TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_\_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_\_ day of December, 1992 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_\_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:

COUNTY OF )

On this            day of December, 1992 before me personally appeared,            , to me personally known, who being by me duly sworn, says that (s)he is the            of CONSOLIDATED RAIL CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December    , 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Amendment have each caused this Amendment to be duly executed as of the day and year first written above.

MERIDIAN TRUST COMPANY,  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Owner Trustee

By: Michael G. Ruppel  
Name: Michael G. Ruppel  
Title: Account Officer

WILMINGTON TRUST COMPANY  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Equipment Trust  
Trustee

By: \_\_\_\_\_  
Title:  
Name:

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

58:

Concepcion Castiglione  
Notary Public

Notarial Seal  
Colleen M. Caltagirone, Notary Public  
Reading, Berks County  
My Commission Expires Feb. 25, 1995

STATE OF )  
COUNTY OF ) SS:

Notary Public

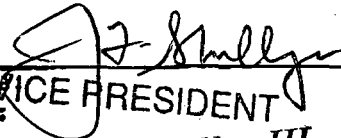
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Amendment have each caused this Amendment to be duly executed as of the day and year first written above.

MERIDIAN TRUST COMPANY,  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Equipment Trust  
Trustee

By:  \_\_\_\_\_  
Name: VICE PRESIDENT  
*James T. Skelly, III*

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of December, 1992 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of MERIDIAN TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_\_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

STATE OF Delaware )  
 )  
COUNTY OF New Castle ) SS:

On this 30<sup>th</sup> day of December, 1992 before me personally appeared James T. Skelly III, to me personally known, who being by me duly sworn, says that (s)he is the VICE PRESIDENT of WILMINGTON TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_\_\_\_, 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon M. Prendle  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

SHARON M. PRENDLE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 10, 1993

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:

COUNTY OF )

On this            day of December, 1992 before me personally appeared,           , to me personally known, who being by me duly sworn, says that (s)he is the            of CONSOLIDATED RAIL CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December           , 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Amendment have each caused this Amendment to be duly executed as of the day and year first written above.

MERIDIAN TRUST COMPANY,  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Owner Trustee

By: \_\_\_\_\_

Name:

Title:

WILMINGTON TRUST COMPANY  
not in its individual  
capacity, except as otherwise  
expressly provided in the  
Equipment Trust Agreement, but  
solely as Equipment Trust  
Trustee

By: \_\_\_\_\_

Title:

Name:

CONSOLIDATED RAIL CORPORATION

By: \_\_\_\_\_

*Thomas J. McFadden*  
Name: Thomas J. McFadden

Title: Director - Project Financing

COMMONWEALTH OF PENNSYLVANIA )

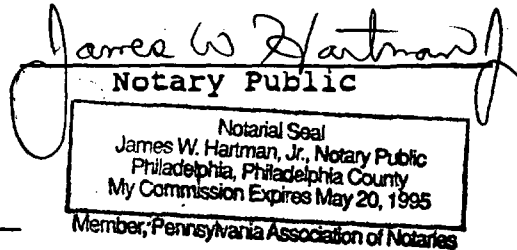
SS:

COUNTY OF Philadelphia )

On this 29 day of December, 1992 before me personally appeared, Thomas J. McFadden, to me personally known, who being by me duly sworn, says that (s)he is the Director-Proffect Finance of MERIDIAN TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December 29, 1992 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My commission expires \_\_\_\_\_



STATE OF )

SS:

COUNTY OF )

On this \_\_\_\_\_ day of December, 1992 before me personally appeared, \_\_\_\_\_, to me personally known, who being by me duly sworn, says that (s)he is the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_